

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 72 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. HR0011-05-R-0001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 26 Sep 2005		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY DARPA ATTN: ANTHONY E. CICALA 3701 N. FAIRFAX DRIVE ARLINGTON VA 22203-1714 TEL: 571-218-4639 FAX: 703-248-1927				CODE HR0011		8. ADDRESS OFFER TO See Item 7		(If other than Item 7) CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>04:30 PM</u> local time <u>31 Oct 2005</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME ANTHONY E. CICALA		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 571-218-4639		C. E-MAIL ADDRESS anthony.cicala@darpa.mil					
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

B.1 Provision for Pricing and Payment

- (a) The price for this contract shall be set at time of contract award. Payment shall be made in accordance with the terms and conditions of this contract, and any specific instructions included in Task Orders that may be issued in association with this contract.
- (b) In consideration for services performed under this contract, the Contractor shall be paid in accordance with the prices negotiated in the attached Schedule B – Pricing Table. All offerors are expected and required to fill in the attached Schedule B – Pricing Table and submit this information with their proposal, as instructed in Section L of this RFP. Offerors that fail to submit the Schedule B – Pricing Table will be considered noncompliant to the terms and conditions of this RFP and the government may cease to further evaluate an offerors proposal.

B.2 Contract Definition

- (a) The government contemplates award of a single Indefinite Delivery Indefinite Quantity (IDIQ) Fixed Price Award Fee (FPAF)/Cost Plus Award Fee (CPAF) contract to the successful offeror, whereby individual Contract Line Item Numbers (CLINs) as specified in the attached Schedule B – Pricing Table, identify the CLIN Type anticipated. The government contemplates issuance of Task Orders under this IDIQ contract, that will contain FPAF and/or CPAF CLINS, as appropriate.
- (b) Fixed prices for the majority of services, except Catalog Services and Expert Assistance (EA) Services are paid on a per unit basis (e.g. Service Delivery Point – Data Seat, Portable Conference Room Seat, Wireless Voice Seat, Personal Printer Seat, etc.), as specified in Sections 5.4 and 5.5 of the attached Statement of Work document. Catalog Services and Expert Assistance (EA) Services, or Cost Plus services, are to be paid on a per project basis. DARPA shall pay the Contractor, upon submission of the proper invoices or vouchers, the prices stipulated in the task order for work delivered or rendered and accepted.

B.3 Travel

Long distance travel is not anticipated during the performance of this contract. Any travel required shall be awarded on a cost reimbursable, non-fee-bearing basis only, when completion of any CPAF CLIN may not reasonably be otherwise accomplished, as agreed to by DARPA. The Contractor shall be reimbursed on the basis of actual costs incurred, when long distance travel is specifically requested and pre-approved by the Contracting Officer. The Contractor shall not be reimbursed if the travel is not approved by the Contracting Officer.

B.4 Contract Minimum/Maximum Quantity and Contract Value

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantities listed in the Section B – Pricing Table attachment and the contract value stated in the following table. The maximum quantity listed in the Section B – Pricing Table attachment and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
TBD Before Award	TBD Before Award	TBD Before Award	TBD Before Award

NOTE: Offerors are instructed to fill in the Section B - Pricing Table attached to this RFP, and include it with their proposal submission. Offerors failing to do so will be determined noncompliant to the terms and conditions of this RFP and the government may cease to further evaluate the offerors proposal.

Section C - Descriptions and Specifications

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C-1 General

This Request for Proposals (RFP) is for “Unclassified” Information Technology (IT) Support and Services in support of the Defense Advanced Research Projects Agency (DARPA). The focus of the work requirements is to provide DARPA with the required information technology support services that will allow DARPA to focus on its mission of technology research and development. This will include, but not be limited to: standards for hardware and software deployments, reliable network and security, anytime/anyplace computing, and efficient and knowledgeable help desk resources.

Proposals will be accepted from all qualified sources consistent with the terms and conditions of this RFP. Offerors must meet the full scope of the solicitation requirements. Partial compliance with the solicitation requirements will be deemed unacceptable and such proposals will not be further evaluated by the Government. This effort shall require compliance with the attached DD Form 254 “Department of Defense Contract Security Classification Specification”.

An IDIQ Combination Fixed Price Award Fee (FPAF)/Cost Plus Award Fee (CPAF) type contract is contemplated for this effort, whereby individual Combination Fixed Price Award Fee (FPAF)/Cost Plus Award Fee (CPAF) Task Orders may be issued against the contract. In accordance with FAR 16.504, the Government does not contemplate making multiple IDIQ awards as a result of this solicitation, but instead contemplates making a single contract award, due to the expectation that the work requirements are so integrally related, that only one awardee is expected to be able to reasonably perform and/or manage the work requirements. Although no part of this solicitation will be specifically set aside for any small business or other such entity, offerors are free to propose subcontractors necessary to fulfill the work requirements consistent with the terms and conditions of this RFP.

The Government contemplates setting aside Task Order 0001 issued under the winning IDIQ Contract as a placeholder whereby all future award fee obligations will be made, in lieu of issuing a modification to authorize “Award Fee” for each individual Task Order that may be issued. The Government contemplates that Task Order 0002 will be immediately negotiated with the successful offeror after the source selection decision is made.

The Government anticipates adequate price competition for this acquisition. Therefore, Certified Cost and Pricing Data will not be required at this point in time. Certified Cost and Pricing Data, however, is contemplated for future Task Orders awards issued beyond Task Order 0002, in the event such future Task Orders contain values that exceed the Certified Cost and Pricing Data threshold of \$550,000.

Under this RFP, DARPA anticipates that funding will be initially provided for the Transition In period. Additional funding for the Base period, and any subsequent Option periods will be at the discretion of DARPA.

C-2 Scope of Work

- (a) The Contractor shall furnish the necessary personnel, materials, facilities services and supplies as may be required in accordance with the contract and any Task Orders that may be issued against the contract.
- (b) In the event of an inconsistency between the provisions of this contract and the Contractor’s proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract, (2) the attachments to the contract, and then (3) the Contractor’s proposal.

C-3 Reports and Other Deliverables

- (a) The Contractor shall furnish the Reports and Other Deliverables specified in this RFP, or as otherwise agreed to between the Government and Contractor.
- (b) All Reports and Other Deliverables shall comply with any necessary security requirements, and such other sections of the contract, as applicable.

Section D - Packaging and Marking

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D-1 Packaging and Marking

- (a) All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery at destination, unless security requirements necessitate other safeguards for the protection of “classified” information and other deliverables.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2 Alt I	Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I	JUL 1985
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

Section F - Deliveries or Performance

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F-1 Term of Contract

As reflected below, the period of performance for this contract to include the Transition In Period, BASE Period, Option 1 Period, Option 2 Period, Option 3 Period, and Option 4 Period, is from the date of award through sixty (60) months, except potentially for the Transition Out CLIN, if exercised at the very end of the contract term, which could result in a total potential period of performance of sixty-three (63) months. The Transition Out CLINS, 0030, 0130, 0230, 0330, and 0430, if exercised, may have the effect of extending a particular individual term by up to three (3) months. The government anticipates that only one (1) of the Transition Out CLINS specified would be exercised, but offerors should price all CLINS, to include all Transition Out CLINS as specified in the Schedule B – Pricing Table. This contract is subject to the availability of Government funds and continuing Government requirements.

For ease of proposal preparation and to ensure consistency in proposal evaluation, all offerors should assume a start date of 01 JAN 2006 for the initial TRANSITION IN Period. As previously stipulated, in the event this IDIQ contract is carried to full term, the Transition Out CLIN may have the effect of extending the period of performance of the overall effort by three (3) months for a total potential period of performance of sixty-three (63) months. Individual Task Orders placed against this contract will comply with all funding and budgetary requirements. The projected period of performance for this Indefinite Delivery/Indefinite Quantity (IDIQ) contract is as follows:

- (a) The period of performance for the TRANSITION IN Period, CLINS 0001, 0002 and 0003 is three (3) months. [Anticipate 01 JAN 2006 thru 31 MAR 2006]
- (b) The period of performance for the BASE Effort, if exercised by the government, CLINS 0010, 0011, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0022, 0023, 0024, 0025, 0026, 0027, 0028, and 0029 is nine (9) months. [Anticipate 01 APR 2006 thru 31 DEC 2006]
- (c) The period of performance for the OPTION 1 Period, if exercised by the government, CLINS 0110, 0111, 0112, 0113, 0114, 0115, 0116, 0117, 0118, 0119, 0120, 0121, 0122, 0123, 0124, 0125, 0126, 0127, 0128, and 0129 is twelve (12) months. [Anticipate 01 JAN 2007 thru 31 DEC 2007]
- (d) The period of performance for the OPTION 2 Period, if exercised by the government, CLINS 0210, 0211, 0212, 0213, 0214, 0215, 0216, 0217, 0218, 0219, 0220, 0221, 0222, 0223, 0224, 0225, 0226, 0227, 0228, and 0229 is twelve (12) months. [Anticipate 01 JAN 2008 thru 31 DEC 2008]
- (e) The period of performance for the OPTION 3 Period, if exercised by the government, CLINS 0310, 0311, 0312, 0313, 0314, 0315, 0316, 0317, 0318, 0319, 0320, 0321, 0322, 0323, 0324, 0325, 0326, 0327, 0328, and 0329 is twelve (12) months. [Anticipate 01 JAN 2009 thru 31 JAN 2009]
- (f) The period of performance for the OPTION 4 Period, if exercised by the government, CLINS 0410, 0411, 0412, 0413, 0414, 0415, 0416, 0417, 0418, 0419, 0420, 0421, 0422, 0423, 0424, 0425, 0426, 0427, 0428, and 0429 is twelve (12) months. [Anticipate 01 JAN 2010 thru 31 DEC 2010]
- (g) The period of performance for the TRANSITION OUT Period, if exercised by the government, CLINS 0030, 0130, 0230, 0330 and 0430, is three (3) months.

F-2 Reports and Other Deliverables

(a) Delivery of reports and other necessary deliverables shall be made to the addressees specified in Section F-3 entitled "Report Distribution" below in accordance with the following:

Item No.	Description	Due Date (on or before)
TBD	TBD	TBD

NOTE: Unless otherwise specifically indicated, electronic submission of "unclassified" reports and other deliverables may be made by the contractor. The Government will not be held responsible or liable, however, for any electronic submission transmission failure experienced by the contractor in delivering the required information. It is the contractor's responsibility to ensure that any required deliverables are received by the addressees listed in Section F-3, and comply with any applicable security requirements of this contract.

NOTE: For submission of any "classified" reports and/or other deliverables that may be required in the performance of this contract, the contractor shall provide the required deliverables only to the representatives of DARPA specified in Section F-3, shall specifically comply with the terms and conditions of this contract, and shall contact the DARPA Program Manager for specific transmittal instructions if necessary, as indicated in Section F-3.

F-3 Report Distribution

- (a) DARPA/CMO
Attn: Anthony E. Cicala, Contracting Officer
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy each report)
- (b) DARPA/IRD
Attn: Ken Hayden, Program Manager
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy each report)
- (c) DARPA/IRD
Attn: Neva Gartrell, Assistant Director for Program Management (ADPM)
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy each report)
- (d) DCMA TBD (To Be Determined)
Attn: TBD, Administrative Contracting Officer (ACO)
(one copy each report)
- (e) DARPA/IRD
Attn: Brian Sweeney, Contracting Officer's Representative (COR)
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy each report)

F-4 Notice Regarding Late Delivery

- (a) In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F-5 Place of Performance

- (a) The Contractor shall perform the majority of work at the various worksites identified in this RFP. The Government will provide space for on-site support teams (Contractors shall identify space requirements in their proposal).

F-6 Deliverable Types

- (a) The deliverables types are described in the Statement of Work.

F-7 Deliverables Media

- (a) All deliverables including technical products shall be delivered in the format described within the Statement of Work. Lacking a formal description, all deliverables may be delivered in electronic format, unless security requirements dictate use of another transmission medium, using the most current Microsoft Office Suite for Windows (e.g., Word, Excel, PowerPoint, or Access as appropriate). In the event that deliverables are transmitted electronically, the Contractor shall ensure that all data is transmitted virus free.

F-8 Technical Interchanges Meetings

- (a) The Contractor shall participate in technical interchange meetings, as required, to support the Tasking under this contract.

Section G - Contract Administration Data

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G-1 Procuring Office Representative

- (a) The Procuring Office Representative is Anthony Cicala, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, Phone: (571)218-4639, FAX: (703)248-1927, Email: anthony.cicala@darpa.mil.

G-2 Invoices

- (a) An original invoice identified by contract number, with supporting statements, shall be submitted for review and provisional approval to the cognizant audit agency listed below:

DCAA [TBD]
[address-TBD]
[Phone-TBD]
[Email-TBD]

Or as directed by DCAA

G-3 Delegation of Authority for Contract Administration

- (a) The Administrative Contracting Officer (ACO) and DCMA Office authorized to represent the Contracting Officer, is delineated in Section F-3 of this contract. Functions delegated to DCMA shall take place in accordance with current regulations and directives.
- (b) In addition to those functions that may be otherwise specifically delegated to the ACO from the Contracting Officer from time to time, the ACO is hereby delegated the authority, and is specifically responsible for the following activities associated with this contract:
- (1) Overseeing the processing of vouchers/invoices associated with various Task Orders that may be issued against the contract, and interfacing with the Defense Finance and Accounting Services (DFAS) payment activity as may be necessary to ensure prompt and efficient payment to the contractor, unless an individual Task Order specifies otherwise.
 - (2) Having joint authority with the Contracting Officer to process unfunded administrative modifications to the contract and individual Task Orders that may be issued under the contract.
 - (3) Property administration, as may be applicable
 - (4) Contract closeout
 - (5) Contract Termination, if applicable

G-4 Contracting Officer's Representative (COR)

- (a) Performance of work under this contract shall be subject to the technical direction of Brian Sweeney, 3701 North Fairfax Drive; Arlington, VA 22203, Phone: (703)526-4011, Email: brian.sweeney@darpa.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

- (1) Constitutes additional work outside the scope of work;
- (2) Constitutes a change as defined in Section I contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or
- (4) Changes any of the stated terms, conditions, or specifications of the contract.

G-5 Payment Instructions for Multiple Accounting Classification Citations

- (a) Payments under contract line items funded by multiple accounting classification citations shall be made from the earliest available fiscal year funding sources.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Contracting Officer

- (a) Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

H-2 Type of Contract

- (a) This is a [TBD] contract. The government contemplates a single award of an Indefinite Delivery/Indefinite Quantity (IDIQ) Fixed Price Award Fee (FPAF)/Cost Plus Award Fee (CPAF) contract as referenced in this RFP.

H-3 Public Release or Dissemination of Information

- (a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the COR. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.
- (b) When submitting material for clearance for open publication, the Contractor must furnish DARPA Technical Information Officer, 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (703) 526-4163 with five (5) copies and allow four weeks for processing. Viewgraph presentations must be accompanied with a written text. Whenever a paper is to be presented at a meeting, the Contractor must indicate the exact dates of the meeting or the Contractor's date deadline for submitting the material.

H-4 Key Personnel

- (a) The Contractor shall notify the Contracting Officer thirty (30) days in advance of making any proposed changes in key personnel. Key personnel are defined as follows:
 - (1) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
 - (2) Personnel whose resumes were submitted with the proposal;
 - (3) Individuals who are designated as key personnel by agreement of the Government and the Contractor during negotiations; or
 - (4) Personnel designated as key personnel in the Statement of Work, Section 5.2.7.1 Management and Administration.
- (b) DARPA expects the contractor to assign Key Personnel for the duration of the contract, and hereby instructs and notifies the contractor that Key Personnel shall be considered by DARPA to be essential for the successful performance of the contract effort. DARPA will consider proposed Key Personnel as an

important factor for consideration during the proposal evaluation process and selection of the winning contractor, as stipulated this RFP.

- (c) In the event that changes in Key Personnel become necessary (e.g. death or disability, or other circumstances beyond the control of the contractor), the Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the key personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the government that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

H-5 Restrictions on Printing

- (a) Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the contract.

H-6 Contractor Representations and Certifications

- (a) The Contractor's Representations and Certifications dated [To Be Completed After Negotiations, But Before Contract Award] are incorporated herein by reference.

H-7 Insurance Schedule

- (a) The Contractor shall maintain the types of insurance listed in FAR 28.307-2 (a), (b) and (c), with the minimum amounts of liability indicated therein. The types of insurance coverage listed in paragraphs (d) and (e) shall also be maintained when applicable.

H-8 Travel

- (a) Reimbursement for travel-related expenses shall be in accordance with the Contractor's approved travel policy. The Federal Travel Regulations, Joint Travel Regulations (JTR), and Standardized Regulations as stated in FAR 31.205-46 will be used as a guide in determining reasonableness of per diem costs. Costs for travel shall be allowable subject to the provisions of FAR 31.205-46.
- (b) In connection with direct charge to the contract of travel-related expenses, if authorized under the Task Order, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations (defined for purposes of any Task Order issued against this contract unless the individual Task Order specifies otherwise, as an increase of greater than 50 percent) from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer.

When applicable, the Contractor shall notify the COR, Contracting Officer, and ACO of proposed travel of an employee beyond that agreed to during negotiations.

- (c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.

- (d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least forty-five (45) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

H-9 Government Furnished Property/Facilities and Services

- (a) In accordance with the Section I contract clause entitled "Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contracts)", the following property, facilities and/or services shall be provided for use in the performance of this contract.
- (b) The Government will provide floor space to the Contractor as detailed in the Statement of Work Section 1.1 Background.
- (c) The Government will furnish each individual assigned to tasks under the contract proper identification (access badge) to allow entry to and departure from Government facilities.
- (d) The Government will furnish workspace and equipment (e.g., personal computers, telephones, miscellaneous office supplies) suitable for the performance of the contract to on-government-site contractor personnel.
- (e) The Government will not be responsible for providing the contractor with cellular phones and Blackberry devices, nor for providing those devices subscription services. The Contractor shall provide its personnel with communication systems that provide seamless interface with the systems at DARPA.
- (f) The Government will provide the contractor with all existing engineering drawings and configuration documentation as Government-furnished information (GFI). The Government will retain ownership of all GFI provided to the contractor, and will assume ownership of all documentation and deliverables submitted to the Government by the contractor in performance of the contract.

H-10 Proprietary Technical Data and Computer Software

- (a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors in the performance of this contract shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014.

H-11 Accommodation / Accessibility For The Disabled

- (a) The contractor shall comply with Section 508 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794 (d) and the Federal Acquisition Regulation (FAR) 48 CFR Parts 2, 7, 10, 11, 12, and 39 [FAC 97-27; FAR Case 1999-607].

H-12 Earned Value Management

- (a) The Contractor shall use an Earned Value Management System and process for Cost Plus and Cost Plus Award Fee (time and materials project-based) work in accordance with OMB, ANSI / EIA-748-A and other applicable regulations throughout the life of the contract. This process shall result in monthly reports by project reflecting expenditures for the Budget Cost of Work Performed, Actual Cost of Work Performed and Actual Cost of Work Scheduled. The Contractor shall provide a plan to implement an Earned Value Management System five (5) days after award and must implement the system within 90 days after award.

H-13 Security Requirements

- (a) All Contractor employees must be U.S. citizens with a minimum of an interim SECRET clearance. DARPA will perform a local background check on all Contractor employees. Compliance with Department of Defense (DoD) personnel security provisions (most notably DoD 5200.2-R and DoD Directive 8500.1) concerning clearance actions prior to commencing work, is required.
- (b) The Contractor shall safeguard classified project material in accordance with GSA ADM P 1025.2C, Information Security Program. Additionally, the Contractor shall safeguard all data and information in accordance with all applicable DARPA and DoD policies and Instructions. Refer to the attached (Section J Attachment 4) DD Form 254 for additional guidance.
- (c) Contractor personnel may become aware of data pertaining to contractors or services relating to or residing on systems utilized by DARPA. Contractor personnel shall not obtain, divulge, or use this data for any purposes other than to support DARPA. Under no circumstances shall Contractor personnel use this information for personal or Contractor gain. Data the Contractor produces as a result of this effort shall become the property of the Government and the Contractor shall protect this data at the appropriate security level and sensitivity identified.

H-14 Termination – Supplemental Provision

- (a) Upon contract cancellation or expiration, contractors shall provide a written transition-out / exit plan ninety (90) days prior to the anticipated ending date. The Contractor shall work with the successor contractor in developing a project plan for transferring all contractor performance services; Government owned assets, documentation, information and data.
- (b) The contractor shall continue to update this plan as necessary until all services have been successfully transitioned to the new service provider.

H-15 Removal From Project Access

- (a) When employees are removed from positions, for any reason, the Contractor shall:
 - (1) Revoke all access authorizations
 - (2) Retrieve all specific keys and badges
 - (3) Change the combinations on all locks to which the employee had access
 - (4) Review the employee's obligations to the organization
 - (5) Notify appropriate DARPA security officials of the removal action.
- (b) For all access terminations, the Contractor shall:
 - (1) Follow the Checklist for Employee Termination
 - (2) Assure that the departing employee either completes all assigned tasks or briefs the replacement on the requirements and status of ongoing tasks
 - (3) Determine the employee's access termination date
 - (4) Immediately notify the assigned SID Systems Manager(s) if access termination is for cause and request an immediate revocation of access
 - (5) Complete the Manager's Checklist for Employee Termination and forward the checklist to the Project Manager
 - (6) Review with employee their obligation to protect related data
 - (7) Assure that the employee completes the Access Termination Statement.

- (c) The Project Manager shall:
 - (1) Notify DARPA of the access termination action on the employee
 - (2) Notify the assigned SID Systems Managers of the access termination date.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9 Alt I	Changes or Additions to Make-or-Buy Programs (Oct 1997) - Alternate I	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-10	Waste Reduction Program	AUG 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-1	Authorization and Consent	JUL 1995
52.227-3	Patent Indemnity	APR 1984
52.227-14 Alt III	Rights in Data--General (Jun 1987) - Alternate III	JUN 1987
52.227-17	Rights In Data-Special Works	JUN 1987
52.227-18	Rights in Data--Existing Works	JUN 1987
52.227-19	Commercial Computer Software- Restricted Rights	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997

52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.245-9	Use And Charges	APR 1984
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7003 Alt I	Item Identification and Valuation (Jun 2005) Alternate I	APR 2005
252.223-7004	Drug Free Work Force	SEP 1988
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995

252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7001 Alt I	Warranty Of Data (Dec 1991) - Alternate I	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 1 2006 through December 31 2010.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2010.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within current performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend

at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond TBD. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Mailing Address:

Telephone Number:

Person to Contact:

Electronic Address:

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall

diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in

accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) 0001 through 0430 are incrementally funded. For these item(s), the sum of \$_____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract.....\$ _____

January 1, 2006 \$ _____

January 1, 2007 \$ _____

January 1, 2008 \$ _____

January 1, 2009 \$ _____

January 1, 2010 \$ _____

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

DARPA SECTION JDOCUMENT TYPEDESCRIPTION

Attachment 1	Statement of Work (SOW)
Attachment 2	Service Level Objectives (SLOs)
Attachment 3	Award Fee Plan
Attachment 4	DD Form 254 "Department of Defense Contract Security Classification Specification"
Attachment 5	Schedule B – Pricing Table
Attachment 6	Legacy Systems
Attachment 7	Current DARPA Information Technology (IT) Configuration Control Governance Structure
Attachment 8	Current DARPA Seat Types and Software, Network Services and Configurations
Attachment 9	Credit / Asset Report and Current Equipment Inventory
Attachment 10	Incumbent Contractor's Statement of Work (SOW)
Attachment 11	Current Projects being performed by Incumbent Contractor
Attachment 12	Historic Help Desk Calls
Attachment 13	Non-Disclosure Agreement
Exhibit A	Contract Data Requirements List (CDRL) A001 – T-FIMS A002 – Contract Funds Status Report – Monthly Financial Report

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541513.

(2) The small business size standard is \$21,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-6 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:

Country of Origin:-----

(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(1) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

() None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

() Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

() Yes () No

If the offeror checked ``Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (JUN 2005)

(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if--

- (1) The offer exceeds \$10 million in value; and
- (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

- (i) Exceeds \$500,000 in value; and
- (ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

- (1) Subcontracts;
- (2) Purchases; and
- (3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--

- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
- (2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

DARPA SECTION L

L.1 General Information

1. ANY QUESTIONS OR COMMENTS ABOUT THIS RFP SHALL BE SUBMITTED VIA EMAIL ONLY, TO THE DARPA CONTRACTING OFFICER , ANTHONY E. CICALA, AT anthony.cicala@darpa.mil WITH A COURTESY COPY TO IRD-Offerors@darpa.mil. NO PHONE CALLS, FACSIMILES, OR OTHER TYPES OF COMMUNICATIONS IS AUTHORIZED FOR RECEIPT OF QUESTIONS OR COMMENTS PRIOR TO THE CLOSING DATE OF THIS RFP.
2. Questions or comments about this RFP should be submitted via email as instructed herein NO LATER THAN UP TO FIFTEEN (15) CALENDAR DAYS PRIOR TO THE CLOSING DATE OF THIS RFP. Should any question or comment be received by the government after this timeframe, the government reserves the right to respond per its discretion. THE GOVERNMENT MAY RESPOND TO QUESTIONS OR COMMENTS DEEMED TO BE OF SIGNIFICANT CONCERN, AS DETERMINED BY THE GOVERNMENT, AT ANY TIME PRIOR TO THE CLOSING OF THIS RFP, VIA FORMAL AMENDMENT TO THE RFP.
3. A concise and comprehensive proposal is desired. PROPOSALS SUBMITTED FOR CONSIDERATION FOR AWARD MUST ADDRESS THE FULL SCOPE OF THE SOLICITATION. PROPOSALS WHICH ADDRESS ONLY PART OF THE SOLICITATION WILL BE CONSIDERED UNACCEPTABLE. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Unnecessarily elaborate proposals beyond that sufficient to present complete and effective proposal are not desired. Offerors shall confine their submission to essential matters, sufficient to define their offer, consistent with the terms and conditions of this solicitation for purposes of providing an adequate basis for evaluation. Generic statements such as “will comply,” or “noted and understood,” for example, without supporting narrative to define compliance are not acceptable. Offerors are cautioned that the quality of their proposal and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the Offeror could be expected to conduct this business and will be given due consideration throughout the evaluation process. All proposals will be evaluated in accordance with the Section M criteria included as part of this solicitation. Alternate proposals are not permitted under this solicitation.
4. As prescribed by FAR 52.215-1, Offerors are notified that the Government may award on the basis of initial offers received, without discussion, therefore, each initial offer should contain the Offeror’s best terms and conditions.
5. In accordance with FAR 16.504, Offerors are notified that the government does not contemplate making multiple awards as a result of this solicitation, but instead contemplates making a single contract award due to the expectation that the work requirements are so integrally related, that only one awardee is expected to be able to reasonably perform and/or manage the work requirements. Although no part of this solicitation will be specifically set aside for any small business entity, Offerors are free to propose subcontractors necessary to fulfill the work requirements consistent with the terms and conditions of this RFP. The government contemplates a single Indefinite Delivery/Indefinite Quantity (IDIQ) Fixed Price Award Fee (FPAF)/Cost Plus Award Fee (CPAF) type contract, whereby individual Task Orders that may contain both FPAF and CPAF Contract Line Item Number (CLINs) may be issued against the contract. Reference the Schedule B – Pricing Table, included as an attachment to this RFP.
6. The government contemplates setting aside Task Order 0001 issued under the winning IDIQ Contract as a placeholder whereby all future award fee obligations will be made, in lieu of issuing a modification to authorize “Award Fee” for each individual Task Order that may be issued. The government contemplates that Task Order 0002 will be immediately negotiated with the successful Offeror after the source selection

decision is made.

7. The government anticipates adequate price competition for this acquisition. Therefore, Certified Cost and Pricing Data will not be required at this point in time. Certified Cost and Pricing Data, however, is contemplated for future Task Order awards issued beyond Task Order 0002 that may be issued against the contract, in the event that such future Task Order awards exceed the Certified Cost and Pricing Data threshold; currently \$550,000.
8. Under this RFP, DARPA anticipates that funding will be initially provided for the Transition In period. Additional funding for the BASE Period and any subsequent Option Periods will be at the discretion of DARPA.
9. **Proposers' Day Conference:** A Proposers' Day Conference was held on August 1, 2005. The presentation and other associated information is available for review at <http://www.darpa.mil/rfp/index.html>.

L.2 Proposal DUE DATE and Proposal Volumes

1. Proposals are DUE NO LATER THAN 16:30 (4:30PM) ARLINGTON, VIRGINIA LOCAL TIME ON MONDAY, 31 OCTOBER 2005, EXCEPT FOR THE OFFERORS PAST PERFORMANCE VOLUME, WHICH IS REQUESTED EARLIER BY DARPA FROM ALL INTERESTED OFFERORS NO LATER THAN 16:30 (4:30PM) ARLINGTON, VIRGINIA LOCAL TIME ON MONDAY, 17 OCTOBER 2005. Past Performance Volumes submitted after the timeframe requested up to the closing date for receipt of proposals will still be considered, but Offerors are strongly encouraged to submit their Past Performance Volume information early as requested herein.
2. A proposal submission shall consist of three (3) separate volumes to include TECHNICAL/MANAGEMENT (Volume 1), PAST PERFORMANCE (Volume 2), and COST/BUSINESS (Volume 3). Additionally, Offerors choosing to respond to this proposal in conjunction with RFP HR0011-05-R-0002 are required to submit a fourth volume entitled EFFICIENCY ADDENDUM (Volume 4). Each volume shall be submitted as specified in Section L.3 below.

L.3 Proposal Submission Instructions

1. General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the number of copies specified below.
2. The Defense Advanced Research Projects Agency/Information Resources Directorate (DARPA/IRD) requires use of an RFP Tool. The tool is intended to facilitate an electronic process of uploading the proposal and associated supplemental documents. Instructions for use of the DARPA RFP Tool are available for download at <http://www.tfims.darpa.mil/rfp>. Failure to comply with these submission procedures may result in the submission not being evaluated.
3. All Offerors MUST register at: <http://www.tfims.darpa.mil/rfp> one (1) week prior to submitting any proposal related information. **NOTE: BECAUSE THE PAST PERFORMANCE VOLUME (Volume 2) IS REQUESTED EARLY BY DARPA, OFFERORS SHOULD REGISTER NO LATER THAN 07 OCTOBER 2005.** Only prime contractors shall submit the final proposals. Only one registration per proposal submission shall be submitted. By registering, the Offeror has made no commitment to submit. Proposal submissions to <http://www.tfims.darpa.mil/rfp> MUST be unclassified. DARPA anticipates that the TECHNICAL/MANAGEMENT (Volume 1), PAST PERFORMANCE (Volume 2), COST/BUSINESS (Volume 3), and EFFICIENCY ADDENDUM (Volume 4), if required, submissions will be UNCLASSIFIED. See Section L.12 below, however, with respect to Security Guidance for any information that may be CLASSIFIED. Proposal submissions failing to comply with the instructions in this RFP may result in the government not reviewing such submissions.

4. The Government requires a TECHNICAL/MANAGEMENT (Volume 1), PAST PERFORMANCE (Volume 2), and COST/BUSINESS (Volume 3) as described in further detail in Sections L.4, L.5 and L.6 below. Additionally, Offerors choosing to respond to this proposal in conjunction with RFP HR0011-05-R-0002 are required to submit a fourth volume entitled EFFICIENCY ADDENDUM (Volume 4). Each of the Volumes shall be separate and complete according to the instructions herein, so that the evaluation of one volume may be accomplished independently from the evaluation of a separate volume. As previously indicated, DARPA **strongly encourages** Offerors to register early and **submit their PAST PERFORMANCE (Volume 2) information early**. Each of the above mentioned volumes shall be loaded via the above RFP tool.
5. NOTE: In addition to the one (1) complete mandatory electronic copy of the TECHNICAL/MANAGEMENT (Volume 1), PAST PERFORMANCE (Volume 2), and COST/BUSINESS (Volume 3) information, and EFFICIENCY ADDENDUM (Volume 4), if required, that is required to be uploaded to the RFP tool website as referenced herein, DARPA requires one (1) complete hardcopy of an Offeror's proposal to be submitted to DARPA NO LATER THAN the closing date for proposal submissions; 31 OCTOBER 2005, 1630 (4:30pm) Arlington, Virginia Local Time. Offerors are responsible for ensuring that the hardcopy proposal information is entirely consistent with the electronic information uploaded to the RFP tool website. The hardcopy submission should be submitted to the attention of the DARPA Contracting Officer as follows:

DARPA/CMO

Attn: Anthony E. Cicala, Contracting Officer

Ref: HR0011-05-R-0001

3701 North Fairfax Drive

Arlington, VA 22203-1714

6. Offerors shall submit their proposals(s) to the following locations, in the following format and the quantities specified:
 - a. The Offeror shall submit one (1) electronic version of their proposal to the DARPA RFP tool website for each volume uploaded that shall include the following information:
 - 1) RFP Control Number (provided at time of registration)
 - 2) RFP number: HR0011-05-R-0001;
 - 3) Proposal title;
 - 4) Volume title;
 - 5) Technical point of contact including: name, telephone number, electronic mail address, fax (if available) and mailing address;
 - 6) Administrative point of contact including: name, telephone number, electronic mail address, fax (if available) and mailing address.
 - b. The Offeror shall submit one (1) Original Paper/Hard Copy of their proposal to:

DARPA/CMO

ATTN: Anthony E. Cicala, Contracting Officer

REF: HR0011-05-R-0001

3701 North Fairfax Drive

Arlington, VA 22203-1714

NOTE: The Original Paper/Hard Copy of the proposal is also DUE 31 OCTOBER 2005, 1630 (4:30pm) Arlington, Virginia Local Time, and each Volume (TECHNICAL/MANAGEMENT – Volume 1, PAST PERFORMANCE – Volume 2, COST/BUSINESS – Volume 3, and EFFICIENCY ADDENDUM - Volume 4, if required) shall be independent of one another, placed in a separately housed three-ring binder, and appropriately tabbed as indicated herein, for ease of

evaluation and reference.

- 1) The Original Paper/Hard Copy submission shall contain one cover page for the entire proposal submission (separate cover pages are not required for each volume) that includes the signature of a company official authorized to bind the company along with the administrative information requested in subparagraphs 6.a. 1. thru 6. above.
- 2) The Original Paper/Hard Copy submission shall contain all the required fill in clauses and all other completed sections of the RFP document, as necessary (e.g. Review Sections A-K in detail along with all Attachments to the RFP. Of particular note is the attached Section B – Pricing Table).

Offerors shall organize their proposals into three (3) or four (4) separate volumes as indicated below. The content of each volume is specified in the following table.

Technical/Management (Volume 1)	Past Performanc e (Volume 2)	Cost/Business (Volume 3)	[IF REQUIRED] Efficiency Addendum (Volume 4)
TAB 1 Executive Summary	TAB 1 References	TAB 1 SF33	TAB 1 Executive Summary
TAB 2 Technical Assumptions		TAB 2 Completed Section K	TAB 2 Technical Efficiencies
TAB 3 Technical Volume		TAB 3 Executive Summary	TAB 3 Management Efficiencies
TAB 4 Management Assumptions		TAB 4 Assumptions	TAB 4 Cost Efficiencies
TAB 5 Management Volume		TAB 5 Schedule B – Pricing Table	TAB 5 Schedule B – Pricing Table (Efficiency)
TAB 6 Work Breakdown Structure		TAB 6 Prime Contractor Supporting Documentation (Info in sufficient detail that substantiates the contractors “Basis of Estimate” and allows DARPA to make an assessment of the reasonableness of proposed costs/prices. Info should be segregated by Transition In Period, BASE Period, and the various Option Periods)	
TAB 7 Compliance Matrix		TAB 7 Major Subcontractor Proposal Summary Info. And Supporting Documentation (Major is defined as a subcontractor providing >	

		<p>\$500,000 worth of effort). Info submitted should be similar to that provided under TAB 6 above.</p> <p>NOTE: Proprietary Subcontractor information, if any, may be sent directly to the DARPA Contracting Officer.</p>	
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L.4 Technical/Management (Volume 1)

The Offeror's written Technical/Management volume shall be prepared on standard 8 1/2 x 11 inch pages in portrait orientation with the following page limitations: The total page limitation for the technical proposal shall be no more than 70 pages, which includes an optional three (3) 11 x 17 foldouts. The volumes pages shall be numbered and each page should be numbered as follows: Page X of X. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notation of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Font size shall have no more than an average of 12 type-written characters per horizontal inch and be single-spaced, (no more than six (6) lines per vertical inch). Text included on figures, charts, and/or matrices may be reduced, but must be readable and must not be used to circumvent the page limitations. Excess pages violating the page limitations established, may be removed by the government and not evaluated.

The Technical/Management volume shall consist of the Offeror's technical and management approach for satisfying the requirements of this solicitation. The Technical/Management volume shall clearly delineate the division of performance between the prime contractor and the subcontractor(s), if applicable. A copy of any teaming agreements between parties, excluding the financial agreement, shall be submitted as a supplement to the Technical/Management volume, and will not be counted in the page count against Offerors. The Offeror's Technical/Management volume shall consider the following: Technical Approach, Management Approach, and Compliance Matrix.

1. The Technical portion of the Technical/Management volume will be used to make an evaluation and arrive at a determination as to whether the submission will meet the requirements of the Government. Therefore, the Technical portion of the Technical/Management volume must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of techniques, procedures and tools used for achieving the objectives of the statement of work. Submissions which merely paraphrase the requirements of the Government's statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the Offeror should address the following:
 - a. **Executive Summary:** The executive summary is a concise synopsis of the Technical approach and/or Management approach under the Technical/Management volume, appropriate for senior level Government decision makers. The Executive Summary will not be counted against the Technical/Management volume's page limitation, but shall not exceed five (5) pages.
 - b. **Assumptions:** All assumption used in the Technical portion of the Technical/Management volume shall be consolidated and presented in a separate section (Technical Approach Assumptions) within the Technical/Management volume. Any technical approach assumptions not included within this section will not be considered by the evaluators.
 - c. **General Technical Capabilities:** The technical capabilities shall define the Offeror's proposed technical solutions, to include a demonstrated understanding of DARPA's Information Resources Directorate (IRD) mission for comprehensive and effective Information Technology (IT)

management and operation services, continued Customer Satisfaction and the Offeror's proposed approach to providing those services.

- d. **Customer Satisfaction:** The process and procedures that drive improved customer satisfaction continuous improvements and high quality service.
 - 1) *Server Support:* The process and procedures used to ensure consistent and high quality service.
 - 2) *Help Desk / Desk Side Support Operations:* The process and procedures used to ensure continued high quality service.
 - 3) *Tools Utilized:* Tools and technology that will be introduced to the DARPA environment to better meet the objectives of the statement of work (e.g., Service Catalog).
2. The Management portion of the Technical/Management volume shall focus on how Offerors plan to staff, manage and accomplish the tasks as contained in the statement of work. The management portion of the Technical/Management volume will be evaluated with respect to improving customer satisfaction continuous improvements, management commitment, adequacy of staffing, quality of business practices, processes and procedures (e.g., attention to customer service, awareness and responsiveness), experience assuring quality service, minimization of turnover of both key and non-key personnel, and ensuring timely delivery of services. Included in this section shall be the following:
 - a. **Assumptions:** All assumptions used in the Management portion of the Technical/Management volume, except those used in the Efficiency Plan, shall be consolidated and presented in a separate section (Management Approach Assumptions) within the management portion of the Technical/Management volume. Any management approach assumptions not included within this section will not be considered by the evaluators.
 - b. **Key Personnel:** Provide brief resumes, no more than two (2) pages for each, of the key personnel proposed. Contractors may include any other individual considered critical to the performance of the proposed effort. Key Personnel Resumes will not be included in the 70 page count limitation. For ease of evaluation, Key Personnel Resumes should be included at the end of the Technical/Management volume, ideally located at the end of the Management portion of the Technical/Management volume.
 - c. **Transition Plan:** The Offeror shall address the transition from the current contract to the awarded contract. The Offeror shall present a transition plan as part of the management plan. This plan shall detail an approach that clearly demonstrates the ability to assume full contractual responsibility with minimal risk to the Government and without degradation of performance during and upon completion of the transition period. The availability of trained and qualified key personnel, scheduling of transition activities and plans for the assumption of responsibility for information system services support functions which demonstrates the Offeror's ability to conduct the transition with minimal performance deterioration. The transition plan shall identify the staff for the phase in considering the familiarization with the DARPA objectives and scope of IT support service requirements. If the transition plan assumes a dependency upon the incumbent contractor, please identify the depth and extent of the cooperation assumed.

The Offeror shall describe the methodologies and techniques used to provide an effective transition from analysis, planning, development and operations (production) and maintenance status. The Offeror is encouraged to address the critical elements:

- 1) Configuration Management
- 2) Change Management
- 3) Quality Assurance Process
- 4) Documentation Standards

- 5) Continuity of Operations
- 6) Hiring and retention of fully cleared and qualified staff
- 7) Transfer of Assets
- 8) Risk Mitigation Strategies
- 9) Communications

The Offeror shall describe the methodologies and techniques that will be utilized to work within the principles of the DARPA's mission, and demonstrate an understanding and awareness of security measures, methodologies and techniques.

- d. **Communications:** The Offeror shall address the communications support provided for awareness and information to DARPA staff (Government and Contractor) of schedule, change, status, progress against milestones, and services offered. The Offeror shall present a communications plan as part of the management plan. This plan shall detail an approach that clearly demonstrates the ability to promote awareness and distribute information. The communications plan shall demonstrate the availability of trained and qualified personnel, scheduling of communication activities, and an awareness campaign for change and service support functions which demonstrates the Offeror's ability to minimize service disruptions. The communications plan shall demonstrate how information will be disseminated during all phases of the Contract (i.e., transition, base and option years). If the communication plan assumes a dependency upon the incumbent contractor or the Government, please identify the depth and extent of the cooperation assumed.
3. The Compliance Matrix portion of the Technical/Management volume shall provide a mapping of the Offeror's proposal to the requirements within the RFP in a tabular format. At a minimum, the Offeror shall address the following:
- a. **Work Break Down Structure:** The Offeror shall provide a work breakdown structure of his proposal to at least the second level for the Governments review. The Work Break Down Structure will not be counted against the Technical/Management Volume's page limitation.
 - b. **Compliance Matrix:** The Offeror shall provide a compliance matrix capturing all of the requirements listed with in the RFP and providing a table with the location (e.g., Volume and Page number) of where each requirement is addressed in the Offer's proposal. The Compliance Matrix will not be counted against the Technical/Management Volume's page limitation.

L.5 Past Performance (Volume 2)

The Offeror's Past Performance volume shall be prepared on standard 8 1/2 x 11 inch pages in portrait orientation with the following page limitations: The total page limitation for the Past Performance volume shall be no more than two (2) pages per reference. The volumes pages shall be numbered and each page should be numbered as follows: Page X of X. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notation of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Font size shall have no more than an average of 12 type-written characters per horizontal inch and be single-spaced, (no more than six (6) lines per vertical inch). Text included on figures, charts, and/or matrices may be reduced, but must be readable and must not be used to circumvent the page limitations. Excess pages violating the page limitations established, may be removed by the government and not evaluated.

The Offeror, and their proposed major subcontractors, if any, (major subcontractor(s) defined for purposes of this solicitation as any subcontractor contemplated to provide more than \$500,000 worth of effort under an Offerors proposal) shall identify five (5) contracts / task orders it has performed within the past three (3) years for the federal government, state or local government, a quasi-government organization, or a commercial organization that are similar in scope, scale and complexity to the statement of work of this solicitation:

1. **Past Performance:** Information submitted to describe past performance must directly relate to the Offeror and/or subcontractor (i.e., do not include work performed under the same contract by another party not included in your proposed solution). Each reference shall contain the following information:
 - a. Name of company being referenced
 - b. Government Agency/Department/Commercial Firm to whom services are/were provided
 - c. Contracting Officer's Representative (COR's) (or commercial equivalent) name, electronic and mail address, and phone number
 - d. Contracting Officer's (or commercial equivalent) name, electronic and mail address, and phone number
 - e. Contract and, if applicable, task order number
 - f. Current status (e.g., date completed and/or, if in progress, start and estimated completion dates)
 - g. Dollar value, level of staffing, and type of contract
 - h. Description of services provided and DARPA SOW paragraphs that the reference applies
 - i. Proposed key personnel involvement, if any

The intent of the Past Performance volume is to ascertain how successful the Offeror has been in the past to complete all aspects of the SOW and, therefore, an indication of how well the Offeror can successfully meet the requirements of any task order issued hereunder. Offerors should include all relevant past performance information including any negative information and corrective actions taken.

The Government may use the services of a private Contractor to gather information on past performance. Nothing herein shall prejudice the right of the government to obtain additional past performance information from any source to include, but not limited to, the Past Performance Information Retrieval System (PPIRS) or any other such repository of contractor past performance information. Adverse past performance information not previously addressed by the Offeror will be considered. In such cases, the Offeror will be given the opportunity to respond.

L.6 Cost/Business (Volume 3)

The Offeror's Cost/Business volume shall be prepared on standard 8 1/2 x 11 inch pages in portrait orientation with the following limitations: The volumes pages shall be numbered and each page should be numbered as follows: Page X of X. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notation of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Font size shall have no more than an average of 12 type-written characters per horizontal inch and be single-spaced, (no more than six (6) lines per vertical inch). Text included on figures, charts, and/or matrices may be reduced, but must be readable and must not be used to circumvent the page limitations. There is no page limit established for the Cost/Business volume.

The Offeror is instructed to review and complete the Schedule B –Pricing Table included as an attachment to this RFP and submit this information as the first part of their Cost/Business volume. Offerors failing to complete the Section B – Pricing Table included as an attachment to this RFP will be deemed non compliant and the government may cease to further evaluate an Offerors proposal.

1. The Cost/Business volume shall focus upon how Offerors plan to provide the best financial value to accomplish the work effort. Included in this volume shall be the following:
 - a. **Executive Summary:** Offerors are requested to demonstrate their senior management's commitment to this RFP through an Executive Summary that captures the Offeror's support and management visibility that can be expected during the life of this contract.
 - b. **Assumptions:** All assumptions used in completion of the Cost/Business volume shall be consolidated and presented in a separate section (Cost Assumptions) within the Cost/Business volume. Any assumptions not included within this section will not considered by the evaluators.

- c. **Service Catalog:** The Offeror shall indicate whether it has a commercial Service Catalog Solution that can be modified to meet DARPA's approval and use requirements, whether it will use the current Service Catalog described in this RFP, or whether it will create a customized Service Catalog Solution. The Cost/Business volume and completed Schedule B – Pricing Table included as an attachment to this RFP, should incorporate the solution chosen by the contractor.
- d. **COTS Catalog and Expert Assistance Pricing Instructions:** The Offeror shall, for purposes of completing the COTS Catalog and Expert Assistance CLINS identified in the Schedule B – Pricing Table, assume the following:
 - 1) Approximately \$500,000 in purchases through the COTS Catalog solution per year (each twelve (12) month period; NOTE: the Transition Period is three (3) months and the BASE Period is nine (9) months);
 - 2) An assumed 14,700 hours of labor for Expert Assistance tasks per year (each twelve (12) month period; NOTE: the Transition Period is three (3) months and the BASE Period is nine (9) months);
 - 3) An averaged labor rate consisting of the five (5) highest labor categories cited in the Basic contract with the corresponding rates as specified in the proposal; and
 - 4) An estimate of other direct costs as applicable (e.g., supplies, working materials, etc.).

L.7 IF REQUIRED – Submission of an Efficiency Addendum (Volume 4)

As previously indicated, a mandatory proposal submission constitutes an Offeror submitting three (3) volumes to include TECHNICAL/MANAGEMENT – Volume 1, PAST PERFORMANCE – Volume 2, and COST/BUSINESS – Volume 3. The PAST PERFORMANCE – Volume 2 information, is requested early by DARPA on 17 OCTOBER 2005, as indicated herein, with Volume 1 and Volume 3 information due on 31 OCTOBER 2005, as indicated herein.

In addition to an Offeror submitting the three (3) *mandatory* volumes (Volume 1, Volume 2, and Volume 3), an Offeror is also required to submit a fourth volume; EFFICIENCY ADDENDUM – Volume 4, if the Offeror is responding to both RFP HR0011-05-R-0001 and RFP HR0011-05-R-0002.

The intent of Volume 4 information is for the government to ascertain the potential efficiencies that might be gained as a result of an Offeror potentially winning both RFP HR0011-05-R-0001 – “Unclassified” Information Technology (IT) Support and Services, and RFP HR0011-05-R-0002 – “Classified” Information Technology (IT) Support and Services. The Government would expect synergies to be fully explained, any cost savings to be identified, and other potential efficiencies to be discussed and substantiated. The plan shall address, but not necessarily be limited to, the following:

- a. **Assumptions:** All assumption used in the Efficiency Plan shall be consolidated and presented in a separate section (Efficiency Plan Assumptions) within the Efficiency Plan. Any Efficiency Plan assumptions not included within this section will not considered by the evaluators.
- b. Customer Satisfaction
- c. Customer Liaison
- d. Submission of Deliverables
- e. Desk Side, Server and Help Desk Services
- f. Incident Reporting
- g. Executive Security Operation Center
- h. Expected Efficiencies
- i. Risk Analysis and Mitigation

NOTE: Any Offeror choosing to submit an EFFICIENCY ADDENDUM – Volume 4, should organize the contents of this volume as indicated in Section L.3 above, similar to the Governments expectation of how the other three (3) volumes will be organized as depicted in Section L.3 above. If an Offeror chooses to submit an Efficiency

Addendum as part of their proposal submission, the Efficiency Addendum shall be limited to no more than twenty (20) pages for TABS 1, 2, 3, and 4 described in Section L.3 above, and TAB 5 shall be limited to an Offeror submitting an identical Schedule B – Pricing Table, similar to that submitted for the COST/BUSINESS – Volume 3 information, that substantiates the cost savings, if any, that results if an Offeror is potentially awarded both RFP HR0011-05-R-0001 and HR0011-05-R-0002. Offerors choosing to submit an EFFICIENCY ADDENDUM – Volume 4, are therefore required to fill in two (2) separate and distinct Schedule B – Pricing Tables and should clearly differentiate this information for government review, as may be necessary. The additional Schedule B – Pricing Table that is included as part of any EFFICIENCY ADDENDUM – Volume 4 submission, is not included in the twenty (20) page count limitation specified herein.

L.8 Award Fee

With respect to “Award Fee,” an Award Fee pool of 10% is established for this RFP. A potential “Award Fee” pool of 10% is considered sufficient to provide the contractor substantial motivation to achieve excellence in overall contractor performance, not excessive for the effort contemplated, and not so low as to limit the contractors incentive to provide exceptional performance in supporting DARPA's requirements herein. Offerors should fill in the Schedule B – Pricing Table, included as an attachment to this RFP, to reflect an award fee percentage of 10% for each CLIN, as reflected in the Schedule B – Pricing Table. Offerors should note that no BASE fee is guaranteed or established with respect to any CLIN specified in the Schedule B – Pricing Table.

L.9 Small Business Subcontracting Plan

In accordance with FAR 52.219-9, Offerors who are not small business concerns shall submit a Small Business and Small Disadvantaged Business Subcontracting plan.

L.10 Technical Support

The government intends to use employees, subcontractors, and/or consultants of Quality Technology, Inc., Carter Technology Consulting, Inc., and McNeil Technologies, to assist in the administration of proposal submissions made under this RFP, and to support the government in its source selection duties and responsibilities. Personnel affiliated with the organizations identified herein have signed, and are subject to, the terms and conditions of a Non-Disclosure Agreement. By submission of its proposal, an Offeror agrees that its proposal information may be disclosed to employees, subcontractors, and/or consultants of these companies for official duties related to this solicitation. Only government evaluators, however, will score proposals and/or make award recommendations under this solicitation.

L.11 Organizational Conflicts of Interest

Any award made under this RFP is subject to the provisions of the Federal Acquisition Regulations (FAR) Subpart 9.5, Organization Conflicts of Interest. All Offerors and proposed subcontractors must, therefore, affirm whether or not they are providing any scientific, engineering, and/or technical assistance (SETA), or similar type of support, to any of the various DARPA technical offices through an active contract or subcontract. All affirmations must state which office(s) the Offeror and/or subcontractor supports, if any, and identify the prime contract number(s). Affirmations should be furnished at the time of proposal submission. All facts relevant to the existence or potential existence of an organization conflict of interest, as that term is defined in FAR 9.501, must be disclosed in writing to the Contracting Officer. The disclosure shall include a description of the action the Offeror and/or subcontractor has taken, or proposes to take, to avoid, neutralize, and/or mitigate such conflict. The Contracting Officer reserves the right, in accordance with the applicable FAR part, to disqualify any Offeror and/or subcontractor that fail to convince the Contracting Officer that an Organizational Conflict of Interest does not exist or that can not be effectively avoided, neutralized, and/or mitigated.

L.12 Security Information

Contract award is expected to result in access to classified information. An awardee specific DD Form 254 will be issued upon contract award. Although submission of classified information under this RFP is not anticipated at this time, proposers are cautioned to review the attached DD Form 254 to this RFP and follow the applicable guidance, as may be appropriate.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-6	Brand Name or Equal	AUG 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-31	Invitation to Propose Financing Terms	OCT 1995
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from DARPA/ CMO; ATTN: Anthony Cicala; 3701 N. Fairfax Drive; Arlington, VA 22203-1714.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of provision)

Section M - Evaluation Factors for Award

DARPA SECTION M

M.1 General

The objective of the RFP evaluation process is to determine which Offer is the best value to the Government in providing services to meet the requirements of the Defense Advanced Research Projects Agency (DARPA). The award shall be made to the Offeror whose proposal is determined to best meet the needs of Government after consideration of all factors and sub-factors -- i.e., provides the "Best Value." "Best Value", for the purpose of this RFP, is defined as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis.

The Government desires and will evaluate most favorably those proposals that present a credible capability to provide qualified personnel providing exceptional levels of customer service through the execution of the seat management construct. The Government will evaluate unsupported claims of performance and unrealistic cost estimates unfavorably.

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors and sub-factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate. The Government may use other Past Performance data that was not provided by the Offeror in its evaluation. Adverse past performance information not previously addressed by the Offeror may be considered. In such cases, the Offeror will be given the opportunity to respond.

The Government intends to award without discussions, however, the Government reserves the right to enter into and conduct discussions with all Offerors that remain within the competitive range, if it is determined that establishment of a competitive range is necessary. The competitive range, if one is established, will be comprised of all the most highly rated proposals unless the range is further reduced for purposes of efficiency. If necessary, the Government will conduct communications with the Offerors for the purpose of addressing proposal errors or omissions, clarifying proposal submissions, or otherwise addressing adverse past performance information with Offerors. As applicable, the government may hold discussions or negotiations with Offerors if a competitive range is established, and reserves the right to request Oral Presentations with Offerors if the government believes that hosting such Oral Presentations will benefit the government in making its "best value" determination. If Oral Presentations are required, the government will promulgate such requirements to Offerors, as may be necessary. Offerors are notified, however, that it is the intention of the government in entering into this solicitation to make a single contract award without discussions.

M.2 Basis for Award

a. The award decision will be based upon evaluation of the Offeror's complete proposal submission with respect to the following Factors, which are listed in descending order of importance:

- (1) Technical Approach;
- (2) Management Approach;
- (3) Past Performance;
- (4) Cost/Price.

b. When the first three factors of the proposals are combined, they are significantly more important than the Cost/Price factor. Although the three non-cost factors are significantly more important than cost/price, the importance of cost/price as a factor in the final determination will increase as non-price factors of the proposal become closer in merit.

c. The Technical Approach consists of two (2) sub-factors: 1) general technical capabilities and 2) customer support. The technical capabilities sub-factor is slightly more important than customer support sub-factor.

d. The Management Approach has four (4) sub-factors: 1) staffing, 2) communications, 3) transition plan (which includes initial contract and a provision for end of contract transition plans), and 4) process and procedures. Staffing is slightly more important than communications and transition plan, both of which are of equal importance and slightly more important than process and procedures.

e. Past Performance: The Offeror will be evaluated on the relevance and quality of its and any proposed major subcontractor(s), past performance as it relates to the probability of successful accomplishment of the contract requirements. Offerors are cautioned that in conducting the past performance evaluation, the Government may use data provided by the Offeror in its proposal and data obtained from other sources. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Offeror. While the government anticipates reviewing Past Performance information on the prime contractor and on major subcontractor(s) only; defined for purposes of this solicitation as any subcontractor contemplated to provide more than \$500,000 worth of effort under an Offerors proposal, nothing herein shall prejudice the right of the government to review any and all related information it deems necessary to make an effective Past Performance assessment under this RFP.

f. Cost/Price: the sum of the total estimated fixed price and cost plus CLINs, including the maximum CLIN quantities and maximum award fee for the transition period, base period and all option periods, evaluated on a Net Present Value (NPV) basis. The cost/price area will not be evaluated using a color rating.

g. Strengths and weaknesses will be evaluated for each factor and sub-factor.

h. Offerors shall be capable of performing all tasks as contained in the Statement of Work. Inability to perform all tasks shall be the basis for disqualification for the contract award. Offerors must clearly delineate which functional area tasks will typically be performed by the prime contractor vs. critical subcontractors. In conducting the evaluation, the Government may use data provided by the Offeror in its proposal as well as data obtained from other sources. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Offeror.

i. The Government anticipates making a single contract award to the responsible Offeror:

- (1) Whose proposal is compliant with the terms and conditions of this solicitation;
- (2) Whose proposal is determined to represent the "Best Value" to the Government

j. The Government reserves the right to make an award without discussions. In the event an award cannot be made in the best interests of the Government without discussions, the Government reserves the right to establish a “competitive range,” hold discussions with the Offerors in the competitive range, and request revised proposals from those Offerors as stipulated herein.

M.3 Award Evaluation Factors and Sub-Factors

The Offeror’s proposal shall be evaluated to determine the quality and potential effectiveness of the approach. In its evaluation, the Government’s best value considerations will focus on the proposal’s information concerning the below evaluation factors and sub-factors.

Evaluation Factors:

1. Technical Approach
2. Management Approach
3. Past Performance
4. Cost/Price

The sub-factors shall be evaluated by the Government on the basis of the following:

(1) Technical Approach:

- (a) Technical Capabilities: This criterion will be scored on the degree to which the Offeror demonstrates an understanding of IRD’s mission for comprehensive and effective IT management and operation services; technical continuous improvement and adaptability to meet mission needs; and the Offeror’s proposed approach to providing these services.
- (b) Customer Support: This criterion will be scored on the degree to which the Offeror demonstrates understanding of the requirements necessary to provide quality customer support to include: in-depth subject matter knowledge, timely respectful delivery, and flexibility to changing requirements and environment.

(2) Management Approach:

- (a) Staffing: This criterion will be scored on the degree to which the Offeror demonstrates sufficient personnel (including Key Personnel), holding the required security clearances, with sufficient expertise to perform the contract effectively.
- (b) Transition Plan: This criterion will be scored on the degree to which the Offeror demonstrates the ability to assume full contractual responsibility, which includes the hiring/availability of a staff consisting of A) minimally 50 trained and cleared to the final DOD Secret level, B) with minimal risk to the Government and C) without degradation of performance during and upon completion of the transition period.
- (c) Communications: This criterion will be scored on the degree to which the Offeror’s plan encourages bi-directional communications and demonstrates their ability to promote awareness and distribute information to DARPA.
- (d) Process and Procedures: This criterion will be scored on the degree to which the Offeror demonstrates an ability to deliver IT services using industry standard processes and best practices (e.g., ITIL or similar) to manage and deliver timely support, while ensuring quality customer service.

(3) Past Performance: The Offeror will be evaluated on the relevance and quality of its and any proposed major subcontractor(s), past performance (See Section M.2.e) as it relates to the probability of successful accomplishment of the contract's requirements. Offerors are cautioned that in conducting the past performance evaluation, the Government may use data provided by the Offeror in its proposal and data obtained from other sources. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Offeror. In such cases, the Offeror will be given the opportunity to respond.

(4) Cost/Price: Shall represent the Offeror's response to the requirements of the RFP. The Government will evaluate the sum fixed price and cost plus CLINs, including the maximum CLIN quantities and maximum award fee for the transition period, base period and all option period on an NPV basis.

M.4 Evaluation of Efficiency Addendum – Volume 4

Submission of and EFFICIENCY ADDENDUM – Volume 4, is required if an Offeror is responding to both RFP HR0011-05-R-0001 and RFP HR0011-05-R-0002 with the expectation of being considered for award of both efforts. With respect to evaluation, Offerors are advised that the Government **shall not** review any EFFICIENCY ADDENDUM – Volume 4 information prior to making any *initial* determinations or assigning any *initial* scores to an Offeror's proposal submission. As such, it is possible that an Offeror who chose to submit an EFFICIENCY ADDENDUM – Volume 4, may not have this information reviewed, if the Government's *initial* assessment of that Offeror's proposal is that it is unlikely to be a viable winner. In the event that an Offeror submitted an EFFICIENCY ADDENDUM – Volume 4, and that Offeror is considered a strong and likely candidate for contract award, under both RFP HR0011-05-R-0001 and RFP HR0011-05-R-0002, the Government will consider information submitted in this volume prior to making a FINAL award decision. The government contemplates that if an EFFICIENCY ADDENDUM – Volume 4 is submitted by an Offeror, that the contents of the EFFICIENCY ADDENDUM – Volume 4 information submitted under RFP HR0011-05-R-0001 and RFP HR0011-05-R-0002 would be the same. Although such information is considered to be duplicative, the government desires the separate submission of an EFFICIENCY ADDENDUM – Volume 4 under both RFP HR0011-05-R-0001 and RFP HR0011-05-R-0002, if an Offeror is responding to both solicitations, in order to evaluate the consistency of such submitted information, in the event that evaluation of the EFFICIENCY ADDENDUM – Volume 4 information is necessary. In the event an Offeror is considered a strong and likely candidate for contract award under only one (1) RFP, either HR0011-05-R-0001, or HR0011-05-R-0002, the Government may elect to not evaluate this information.

M.5 Evaluation Scheme

Each proposal will be reviewed on the above mentioned criteria. Ratings will be assigned using the following color scale:

Blue – Proposal/Proposed Approach is comprehensive and complete in all areas; meeting all objectives set forth in the RFP. Proposal demonstrates the Offeror's capability to deliver a level of performance substantially beyond the expectations set forth in the RFP, and the excess is of real benefit to the Government. Any weaknesses identified are clearly considered insignificant. There is a high-probability of successful performance with little or no risk associated with the offer. (Exceeds the evaluation standards)

Green – Proposal/Proposed Approach is comprehensive and complete in most areas; meeting most of the objectives and is considered to be substantially compliant to the requirements set forth in the RFP and to be capable of being implemented largely as proposed. Proposal demonstrates the Offeror's capability to deliver a level of performance within the expectations set forth in the RFP. Any weaknesses identified are considered relatively non-critical in nature and/or can be readily corrected. There is a good probability of successful performance with minimal risks associated with the offer. (Meets the evaluation standards)

Yellow - Proposal/Proposed Approach minimally meets one or more of the objectives and is considered to be barely compliant to the requirements set forth in the RFP. Proposal demonstrates the Offeror's barely

capable of delivering a level of performance within the expectations set forth in the RFP. Significant weaknesses and/or deficiencies are present; however, they are not considered to be correctable without a major rewrite of some portion or portions of the proposal. There is a low-probability of successful performance with more than a moderate amount of risk associated with the offer. (Marginally meets the evaluation standards)

Red - Proposal/Proposed Approach fails to meet one or more of the objectives and is considered to be noncompliant to the requirements set forth in the RFP. The Offeror is not capable of performing the requirements of the SOW. Proposal fails to demonstrate the Offeror's capability to deliver a level of performance within the expectations set forth in the RFP. Proposal contains significant weaknesses and/or deficiencies of such a number or significance that a complete rewrite is considered necessary in order to render the proposal minimally acceptable. There is little or no probability of successful performance. (Fails to meet the evaluation standards)

M.6 Minimum Acceptable Criteria

In order to be considered for complete proposal evaluation and subsequent award consideration, the Offerors proposal must meet the following minimum promulgated requirements. Any proposal submission failing to meet the minimum promulgated requirements as set forth herein, will automatically be considered unacceptable, noncompliant to the terms and conditions of the solicitation, and will be removed from further award consideration and/or evaluation. The minimum acceptable requirements for this RFP as follows:

Minimum Requirements

- Must have fifty (50) personnel with final DoD Secret Security Clearances available to start work on Day 1 of contract award.
- Network Staff certifications or equivalents: 35% of the proposed networking staff must have at least one of the following certifications or equivalent: Certified Information Systems Security Professional (CISSP), Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Professional (MCP), CISCO Certified Network Associate (CCNA). For each of these certifications (or equivalent), there must be at least two (2) staff members. If equivalents are proposed, the contractor must provide sufficient justification as to why it is equivalent.
- Help Desk staff certifications or equivalents: 25% of the proposed networking staff must have at least one of the following certifications or equivalent: Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Professional (MCP), A+, Help Desk Institute Help Desk Analyst Certification. If equivalents are proposed, the contractor must provide sufficient justification as to why it is equivalent.
- Established corporate in-house training program.

COST/PRICE INFORMATION WILL NOT BE RATED OR SCORED. INFORMATION SUBMITTED WILL BE REVIEWED FOR COST REALISM AND GENERAL CONSISTENCY WITH THE TERMS AND CONDITIONS OF THE SOLICITATION.

If the Offeror chosen to be the best value to the Government has an "Organizational Conflict of Interest" in accordance FAR Part 9, the Government will then evaluate the mitigation plan submitted with the proposal. If the contracting officer determines that the mitigation plan is insufficient, the Government will make the award to the next "best value" Offeror who has no conflict of interest or whose mitigation plan is sufficient as determined by the contracting officer.

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52.232-15

Progress Payments Not Included

APR 1984